

A. G. Contract No. KR-89-0586-TRD
ECS FILE: JPA 89-40
Project: 60 MA 109 H2667 01C
Section: Wickenburg-Ehrenberg
Highway (U.S. 60)
Town of Wickenburg

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF WICKENBURG

THIS AGREEMENT is entered into 30 June, 1989,
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
Town of Wickenburg, acting by and through its Town Council,
(the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Town.

3. It is to the mutual advantage of the State and the
Town to landscape certain areas within the right of way on U.S.
Route 60 at the following location:

From centerline roadway station 5779+80 to
centerline roadway station 5788+66, a net
distance of approximately 0.17 miles.

NO. 13960
FILED WITH SECRETARY OF STATE
Date Filed 6-30-89
Jim Shumway
Secretary of State
By B. J. Vermillion

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare Landscape Architectural plans for the landscaping and irrigation project and submit them to the Town for approval.

2. After Town approval of the plans, the project will be constructed by the State, using State funds. Upon completion of the work, the Town shall reimburse the State 25 percent of the landscape contract costs, up to the amount approved in the ADOT Construction Program. The costs over the ADOT approved construction program or extra related work for the Town will be submitted to the Town for approval to reimburse the State 100% of those costs.

3. The Town shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The Town shall furnish all water for landscape installation during the construction contract, and all water hereafter necessary to properly maintain the landscape, all at Town expense.

5. After construction, the Town shall maintain the landscaping and irrigation system within the right of way and shall furnish all electrical power necessary to maintain the landscaping within the right of way.

6. The Town hereby agrees to maintain the landscaping and irrigation system. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. The Town will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Town of Wickenburg
Town Manager
P. O. Box 1269
Wickenburg, AZ 85358

7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

TOWN OF WICKENBURG, a
Municipal corporation

STATE OF ARIZONA
Department of Transportation

By J. M. Mason
JAMES M. MASON
Title MAYOR

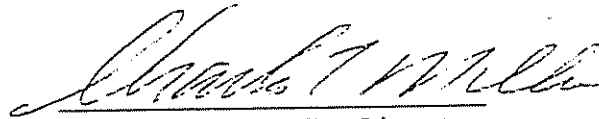
By J. A. Bryant, II.
for GARY K. ROBINSON
Chief Deputy State Engineer

1898j
26MAY

RESOLUTION

BE IT RESOLVED on this 28th day of March 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Wickenburg for the purpose of landscaping certain areas within the right of way on U.S. Route 60.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.

A handwritten signature in cursive script, reading "Charles L. Miller", written in dark ink.

CHARLES L. MILLER, Director
Arizona Department of
Transportation

RESOLUTION NO. 1121

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF WICKENBURG, COUNTY OF MARICOPA, STATE OF ARIZONA, APPROVING AND ADOPTING THAT CERTAIN INTERGOVERNMENTAL AGREEMENT, A COPY OF WHICH IS ATTACHED HERETO, BY AND BETWEEN THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, AND THE TOWN OF WICKENBURG, RELATIVE TO AN AGREEMENT BETWEEN THE PARTIES IN CONNECTION WITH THE LANDSCAPING OF AN AREA ON THE STATE'S RIGHT-OF-WAY OF U.S. HIGHWAY 60 AT ITS INTERSECTION WITH SAVAGE STREET.

WHEREAS, in 1988, the State of Arizona, Department of Transportation, redesigned the intersection of Savage Street and U.S. Highway 60 (Whipple Street), and

WHEREAS, as a result of the new design, a considerable area within the State's right-of-way of U.S. Highway 60 was not totally utilized for vehicular traffic but instead is an open area that, unless landscaped, is an eyesore to this area and to the Town of Wickenburg, and

WHEREAS, an Agreement has been reached by and between the Department of Transportation of the State of Arizona and the Town of Wickenburg providing for the preparation of plans for the landscaping and irrigation of the area, for the construction of said landscaping, and for the maintenance of the landscaping after it has been accomplished, and

WHEREAS, by law, both the state government and the municipal government must adopt resolutions approving a formal written agreement for the above mentioned plans, construction, and maintenance provisions in order to bind both the State of Arizona and the Town of Wickenburg.

BE IT THEREFORE RESOLVED by the Mayor and Common Council of the Town of Wickenburg that the attached Agreement is hereby approved and that the Town Manager, Ben J. Nardelli, is hereby authorized and directed to execute same by the Mayor and Common Council of the Town of Wickenburg.

BE IT FURTHER RESOLVED that said Agreement is and shall hereafter be identified as follows:

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA,
ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION,
AND
THE TOWN OF WICKENBURG,
ACTING BY AND THROUGH ITS TOWN COUNCIL

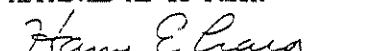
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PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF WICKENBURG, ARIZONA, THIS 5th DAY OF JUNE, 1989.

ATTEST:


EDNA GRIEVES, TOWN CLERK

APPROVED AS TO FORM:


HARRY E. CRAIG, TOWN ATTORNEY


JAMES M. MASON, MAYOR

APPROVAL OF THE TOWN ATTORNEY

I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the TOWN OF WICKENBURG and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 21st day of June, 1989.

Harry E. Craig
Town Attorney

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

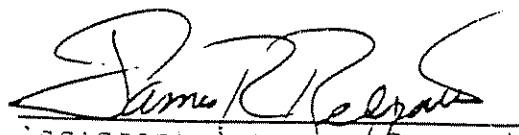
DETERMINATION

A. G. Contract No. KR891586TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 26th day of June, 1989.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division